VEOLIA WATER TECHNOLOGIES SP. Z O.O. GENERAL SALE AND SUPPLY CONTRACTS TERMS AND CONDITIONS

§ 1 SCOPE OF APPLICATION

These *General sale and supply contracts terms and conditions* (**GSCTC**) set forth the principles of execution of Order concluded with Veolia Water Technologies Sp. z o.o., hereinafter referred to as the **„Supplier"** or the **„Seller"** by an entity being an entrepreneur in order to purchase the Object of the Order (hereinafter referred to as: the **„Buyer"** or the **„Recipient"**).

§ 2 ORDER ACCEPTANCE

1. The parties' agreement confirmed by the conclusion of the order document, is hereinafter referred to as the **„Order"**. In any case The Order shall be binding from the moment of conclusion thereof by the Buyer and the Seller. Any implied acceptance of the Order for execution is excluded.
2. In the event the Buyer raises objections to the GSCTC, they shall be accepted by the Seller in the Order under the pain of nullity.

§ 3 OBJECT OF ORDER

The Object of the Order shall be indicated in the Order document and in the respective attachments thereto.

2. Any labor, deliveries, work, services or any other performance not expressly indicated in the Order document or the relevant attachments to the Order as being covered by the Subject Order shall not be subject to delivery by Seller.

§ 4 ORDER PERFORMANCE CONDITIONS

1. The Supplier shall execute the Order properly, pursuant to the terms and conditions thereof, Polish legal regulations in force, norms and standards as well as the current state of knowledge in the given field.
2. The deadline for the Order execution shall be specified in the Order.
3. The Object of the Order covered by the Order shall be delivered to the place indicated in the Order (**„Destination"**). The supply shall be performed in accordance with the DAP Incoterms 2020 conditions, subject to the provisions of the Order and these GSCTC.
4. Unless the Order provides otherwise, the Recipient is the producer of the waste generated in connection with the performance of supplies of the Object of the Order, covered by the Order, within the meaning of the definition provided in Article 3 section 1 point 32 of the Waste Act of 14 December 2014 (Dz.U. 2013.21),
5. The Supplier shall be entitled to subcontract the performance of the Order, entirely or partly, to the sub-contractors. The Supplier shall be liable for the actions and omissions of the sub-contractors.

§ 5 DESIGN, SPECIFICATION MATERIALS

1. The Recipient shall be responsible for the proper preparation of the Technical Design and/or Technical Specification, which constitute the basis of the Order. The Supplier shall not be liable for the verification of documents mentioned in the preceding sentence, and in case of their incorrectness, the Supplier shall not be liable for meeting the Recipient's requirements towards the Object of the Order..
2. In case the documentation prepared by the Recipient does not indicate the choice of materials, the Supplier shall be entitled to choose the materials, at their own discretion, at the Recipient's risk and liability, in particular with regard to meeting the requirements (relating to the quality, operation, characteristics, etc.) specified in the Order.

§ 6 OWNERSHIP (RETENTION OF TITLE)

1. The Ownership of the Object of the Order delivered under the Order shall be transferred to the Recipient upon the payment of the total Remuneration by the Recipient.
2. However, the Recipient shall bear the risk of an accidental loss or deterioration of the Object of the Order, materials, components, from the moment of delivery thereof to the Destination, subject to the separate provisions of the Order. The Recipient, however, shall not bear the risk of damage to or deterioration of such components, provided that such damage or deterioration are attributable to the Supplier's fault.
3. The Supplier represents that, upon the transfer of the ownership right to the Object of the Order to the Recipient, it shall not be encumbered by the legal defects, nor limitations in selling thereof stemming from the legal regulations or agreements, as well as no third parties shall have any real and obligation rights thereto, preventing the performance of the Order.

§ 7 COOPERATION OF BUYER

1. Notwithstanding other requirements indicated in the Order or the GSCTC, with regard to the Buyer's obligation to cooperate with the Supplier in the performance of the Order, pursuant to Article 354 of the Civil Code, the Buyer undertakes, in particular, to take following actions:
   a) Proceed to the acceptance immediately after the Supplier has agreed to be ready to deliver the Order Object

b) prepare the Destination to perform actions under the Order,
c) including enable unloading, provide vertical and horizontal transportation on the site and storing the Object of the Order, components thereof and other objects necessary for the performance of the Order in the Destination, providing the adequate storage facilities and safety, if the Supplier is to perform installation and commissioning as part of the order.

2. The following acceptances shall be carried-out:
   1) the acceptance of the entire Object of the Order shall be confirmed by the acceptance protocol signed by the Parties (hereinafter: **„The Acceptance protocol"**),
   2) depending on the scope of work specified in the Purchase Order, other protocols may appear, i.e. "Delivery Protocol", "Installation Protocol", "Start-up Protocol", etc.Without any justified reasons, the Buyer shall not refrain from signing the signing the any of the Protocols listed in the Order or its attachments whereby the Parties agree that the faults not affecting operation of the Object of the Order in conformity with its designated purpose shall not constitute an obstacle to sign any of the Protocols..
3. In the event of the Recipient's failure to participate in any of the acceptances provided in the Order within the specified deadlines (subject to any potential permitted delays) or the refusal to sign the protocol without a justified reason, in particular due to the faults not affecting operation of the Object of the Order in conformity with its designated purpose, the Supplier shall be entitled to proceed with the unilateral acceptance and sign the respective acceptance protocol. Such acceptance shall be deemed to have been effectively performed, with all consequences under the Order.
4. Notwithstanding paragraph 3 above, the Subject of the Order shall be deemed accepted by the Buyer and the Supplier shall be entitled to receive payment of the full amount of the Remuneration also in the following cases:
   a) if the installation covered by the Subject of the Order is ready for commissioning and the Supplier has notified the Buyer of bringing it to a state of such readiness, but it is not possible to conduct commissioning for reasons attributable to the Buyer and such state lasts 4 (four) months;
   b) the installation covered by the Subject of the Order does not achieve the required parameters specified in the Order for reasons attributable to the Buyer.
3. In order to clarify any doubts, in case the Buyer does not cooperate with the Supplier, prevents or hinders the Order execution, the deadline for the Order execution shall be extended by a corresponding additional time, and in addition, the Supplier shall be entitled to payment by the Buyer of any costs incurred by the Seller as a result of the above circumstances. The above provision shall also apply to the situation of hindering or preventing the execution of the Order by other vendors, suppliers, contractors, etc. engaged by the Buyer.

§ 8 REMUNERATION; PAYMENT TERMS AND CONDITIONS

1. The amount and the currency of the remuneration shall be specified in the Order (hereinafter the "**Remuneration"**). Unless the parties stipulated otherwise, the Remuneration shall be a net price in Polish zlotys and shall be increased by the value added tax at a rate applicable on the day of the VAT invoice issue.
2. The Remuneration shall include all costs connected with the Order, in particular, the delivery, assembly and start-up of the Object of the Order and the organisation of training concerning the operation of the Object of the Order.
3. Payment terms and deadlines shall be specified in each order.
4. Unforeseen, additional costs concerning the proper performance of the Order shall be borne by the Buyer
5. In case any changes occur after the Order conclusion, in particular concerning the technical standards and regulations, safety, state-of-the-art and science knowledge rules, legal regulations (including in particular the tax law), etc. and such changes indirectly affect the calculation of the Remuneration by the Supplier, the Supplier shall be entitled to unilateral increase of the Remuneration amount, not later than until the date of the Order performance, effective upon the notifying the Recipient of the Remuneration increase in writing, including indication of the factor which justifies such increase, provided that the Remuneration shall not increase more than resulting from change of such factor.
6. Unless otherwise provided in the Order, the Buyer agrees for the issuing and sending invoices by the Supplier as well as for the

receiving invoices in electronic form. Invoices shall be sent at the email address designated by the Buyer. The supplier informs that invoices will be sent from the email address: poland.vwt.invoices.outbox@veolia.com.

§ 9 LIABILITY, CONTRACTUAL PENALTIES

1. In case the Seller fails, due to his fault, to meet a stipulated deadline for the Order performance, the Buyer shall be entitled to contractual penalties for qualified delay from the Seller. Contractual penalties shall be calculated as percentages of a total net amount of the Remuneration provided for a part of the Order not completed on time in the amount of 0.1 % of a relevant part of net Remuneration for each full week of qualified delay, with the reservation that the total amount of contractual penalties shall not exceed 3 % of a net Remuneration.
2. In case the Supplier fails, due to his fault, to meet a stipulated deadline for removal of faults or defects in the guarantee period (in case that such guarantee period is granted), the Supplier shall be entitled to contractual penalties for qualified delay. Contractual penalties shall be calculated as percentages of a net amount of the Remuneration provided for part of the Order not completed on time in the amount of 0.1 % of a relevant part of net Remuneration for each full week of qualified delay, with the reservation that the total amount of contractual penalties shall not exceed 3 % of a net Remuneration.
3. Without detriment to other rights, the Supplier shall be entitled to demand the reimbursement of costs from the Buyer (e.g. of storage, preservation) arising in connection with the Buyer's qualified delay in the Object of the Order acceptance.
4. In case the qualified delay refers only to the part of the Order, the amount of contractual penalties shall be calculated against a part of the Remuneration which corresponds to the said part of the Order which has not been performed due to the qualified delay.
5. The Buyer shall not be entitled to deduct contractual penalties or other claims from amounts to be paid to the Supplier by the Buyer.
6. The Supplier, under no circumstances, shall be liable for a damage in the form of lost profits (lucrum cessans), production losses, loss of income or any consequential losses or indirect damage, loss of contact, loss of remuneration (due at present or in the future), loss of reputation or in the form of necessity of secure financing or any financial or economic loss (direct, consequential, indirect) or in the form of contractual penalties due under the agreements with the third parties, or any other claims resulting from the other consequential losses or indirect damage, unless the damage is a result of intentional fault, as well as for the loss of reputation, market, income or clients by the Recipient.
7. The total amount of contractual penalties in respect of the Order execution, shall not exceed the amount of the 3 % of a net Remuneration.
8. The Supplier's total liability on the basis of the Order, in any respect concerning the conclusion, execution or non-execution of the Order (covering any amounts payable to the Recipient by the Supplier on the basis of the Order, in respect of the contractual penalties, damages, return of the Remuneration, reimbursement of the third parties' costs), irrespective of legal grounds of pursued claims, including also torts or potential contractual penalties, shall not exceed 10 % of the net Remuneration. The abovementioned limit shall not apply to damage made by the Supplier's intentional fault.
9. The Supplier shall not be liable for actions and omissions of any court or authority, concerning the refusal, rejection or not granting any permit, licence, consent or entitlement.

§ 10 SUSPENSION OF ORDER EXECUTION

The Seller shall be entitled to suspend the Order performance, at its own discretion, in whole or in part in the event of the delays in payments attributable to the Buyer exceeding 20 days (despite a previous payment demand sent by the Supplier). The deadline for the Order performance shall be extended by a time of suspension.

§ 11 WITHDRAWAL FROM ORDER

1. The Buyer shall be entitled to withdraw in whole or in part from the Order with an immediate effect within 14 days from arising of the withdrawal circumstances only if at least one of the following circumstances occurs:
   a) the Supplier refrains from the Order execution without the Buyer's consent for at least 14 consecutive days despite the Buyer's prior written (under the pain of nullity) demand to execute the Order;
   b) the Supplier is in delay in commencement or execution of the Order so long that it is unlikely that the Seller manages to complete the execution within the

specified deadline (even if the circumstances described in point a) hereinabove do not occur).

2. Notwithstanding the cases provided in the law regulations, the Supplier shall be entitled to withdraw from the Order with an immediate effect if:
   a) the Buyer's delays in payments of the Remuneration in whole or in part exceed 30 days (despite the Supplier's prior written demand for payment);
   b) the Buyer prevents or persistently hinders the Order execution.
3. The Seller shall be entitled to withdraw from the Order within 24 months from the date of Order
4. In the event of withdrawal from the Order by the Recipient due to reasons attributable to the Supplier, the Parties shall settle the deliveries and works performed until the withdrawal, and any and all deliveries and works in progress (the Recipient shall in particular reimburse any and all costs concerning any and all deliveries and works in progress, in particular related to the prefabrication and completion of deliveries, incurred by the Supplier until the withdrawal).
5. In the event of withdrawal from the Order due to the reasons attributable to the Recipient, the Recipient shall pay a contractual penalty in the amount of 10 % of a net Remuneration to the Supplier. The stipulation of the contractual penalty shall not deprive the Supplier of the right to seek compensation exceeding the amount of the stipulated contractual penalty on general principles.
6. In the event of withdrawal from the Order by the Recipient with violation of the principles stipulated in the Order, the Recipient shall be obliged to pay a contractual penalty in the amount of 10 % of a net Remuneration to the Supplier. The stipulation of the contractual penalty shall not deprive the Supplier of the right to seek compensation exceeding the amount of the stipulated contractual penalty on general principles
7. The Recipient shall not be entitled to demand the substitute performance of the Order.

§ 12 SPARE PARTS – APPROPRIATE CONSUMABLES

In case the Order provides so, the Seller may, at the Buyer's request and for an additional remuneration, deliver spare parts and consumables for the Object of the Order. Spare parts shall meet the same technical requirements which apply to the Object of the Order.

§ 13 LICENCE

1. Upon the payment of the total Remuneration, the Supplier shall grant to the Buyer a licence for the documentation prepared and delivered to the Buyer for the purposes of the Order performance in the scope necessary to use the documentation in connection with the exploitation of the delivered Object of the Order.
2. The licence shall be granted only in connection with the performance of the Recipient's one investment project, for the purposes of which the Supplier delivers the Object of the Order to the Recipient, and in the scope necessary to use the technical documentation and the Technical Design in connection with the exploitation of the delivered Object of the Order.
3. The licence shall be granted only in the following field of exploitation: using the documentation in the scope necessary to take actions related to assembly, development, commissioning, start-up, exploitation and operation of the Object of the Order.
4. The Recipient shall not be entitled to grant a sub-licence.
5. The remuneration for granting the licence shall be included in the Remuneration.
6. Any technical documentation received by the Recipient from the Supplier with regard to the Order performance shall not be used by the Recipient for any other purpose that specified hereinabove without the Supplier's prior written under the pain of nullity consent, in particular no documents shall be copied, reproduced, transferred or made available, in any manner and any form, to any third parties.
7. The licence shall be granted for a specified time of 10 years.
8. In the event of violation of any provision of this section by the Recipient, the Supplier shall be entitled to terminate the licence with an immediate effect by the declaration sent to the Recipient in writing.

§ 14 QUALITY GUARANTEE AND STATUTORY WARRANTY

1. In case the Order provides so, the quality guarantee for the Object of the Order shall be granted. Unless the Order provides otherwise, the period of the quality guarantee for the Object of the Order shall be 12 months from the date of the Parties' signing the Acceptance Protocol, however in every case rights under the guarantee shall

expire after the lapse of 18 months from the date of delivery the Object of the Order to the Destination, even if the deadline referred to sentence above has not yet elapsed.

2. The Parties hereby completely exclude the statutory warranty for the physical or legal defects of the Object of the Order, referred to in Article 556 and following of the Civil Code.
3. The guarantee stipulated in this section constitutes an exclusive guarantee granted by the Seller, and no other guarantees, neither expressed nor alleged, including the guarantee of merchantability or suitability for particular purposes, shall apply. Thus, the Parties jointly declare that rights and obligations of the Parties with regard to the Supplier's liability for the physical defects of the Object of the Order, including in particular the terms and conditions of the guarantee in case it is granted by the Supplier, shall be stipulated exclusively herein and in the provisions of the Order. Thus, notwithstanding the exclusion referred to in the subsection 2 hereinabove, the Parties jointly declare that, within the scope hereof and within the scope of the Order, they waive the application of the Civil Code provisions on the guarantee, i.e. art. 577-581.
4. Under the guarantee the Seller undertakes to eliminate, without any additional remuneration, any physical defects of the Object of the Order, which are reported within the guarantee period referred to in the subsection 1 hereinabove.
5. The condition for granting a guarantee consists in carrying out the assembly or/and the start-up under the supervision or directly by the Supplier's employees, unless otherwise agreed by the parties in the Order.
6. The Supplier shall be liable under the guarantee only when the defect resulted from inherent feature of the Object of the Order.
7. The guarantee does not in no event cover any damage caused as a result of:
   a) the use of the Object of the Order which is either improper or contrary to its operation, storage or maintenance manual,
   b) mechanical damage resulting from the fault of the user or a third party,
   c) the use of the Object of the Order which is contrary to its intended purpose,
   d) improper transportation or other dislocation of the Object of the Order,
   e) operation of the Object of the Order by unqualified personnel (unskilled or not trained),
   f) the use which is contrary to the operation and maintenance manual, the operation materials, consumables or spare parts.
8. The Recipient shall lose all and any rights under the guarantee if any of the following is discovered:
   a) independent installation (assembly of equipment or other parts of the Object of the Order without prior agreement with the Supplier in documentary form,
   b) unauthorized repairs, construction amendments, disassembly, or other modifications in the Object of the Order carried out by unauthorized persons,
   c) removal of the seals,
   d) lack of the proper maintenance of the Object of the Order by the Recipient as required in accordance with the operation and maintenance manual,
   e) a failure to notify the Supplier within 3 business days about the discovered defects, or immediately, however not later than within 24 hours, if the defects are hazardous for the Object of the Order,
   f) user's failure to enable the discovery of the reasons of the damage or of the defect of the equipment.
9. The Recipient shall forward the information about the defects and faults covered by the guarantee to the Supplier within 5 days (however, no longer than 24 hours, if the defects threaten the safety of the Subject of the Order, or human life or health) after discovering a given defect. notification of defectmentioned hereinabove shall contain following data: :
   a) Name and adress of the Destination
   b) Name and position of the person reporting the defect
   c) Phone number for contacting the competent person on the Buyer's side
   d) Description (as detailed as possible) of the defect along with photos
   e) Order no.
   f) Serial No. of the device/ nameplate/identifier
10. Notification of the defect may be made as follows:
    a) by telephone (to the numbers indicated on the website https://www.veoliawatertechnologies.pl/kontakt- Mon-Fri from: 8 am to 4 pm (telephone reports on Saturdays, Sundays, holidays and other public holidays will not be accepted);
    b) by e-mail (to the e-mail address indicated on the website: https://www.veoliawatertechnologies.pl/kontakt

c) by means of the contact form available on the website: https://www.veoliawatertechnologies.pl/kontakt

11. The Recipient shall proceed to the repair under the guarantee within 5 days after the effective notification about the defect (subsection 9 i 10 hereinabove), whereby the first response to a defect report (email or telephone contact) will be within 24 hours of receipt of the report (paragraphs 9 I 10 above) In case the Object of the Order should be replaced by the defect-free one, the above deadline to proceed with the removal of the defectshall be jointly agreed by the Parties. Period for the defect removal shall be agreed by the Parties or, in case of lack of such agreement, shall be indicated by the Supplier.
12. A guarantee repair does not include the activities provided for in the technical documentation, whose performance is the obligation of the Recipient or the user and at its own cost (e.g. maintenance, fuse replacement, lubricants, inserts, replacement etc.)
13. In the event that defective Object of the Order or a part thereof is replaced with defect-free Object of the Order or a part thereof, or when significant repairs are performed on the Object of the Order or parts thereof, the guarantee shall not run anew but it shall be extended by the period during which because of the defect of the Object of the Order or a part thereof, which was covered by the guarantee, the Recipient could not use it, subject to the following sentence. The decision about the replacement of the Object of the Order or a part thereof or about its repair is vested in the Supplier.
14. In the event of an unjustified guarantee claim concerning a defect or a fault (when it turns out that a guarantee replacement or repair is not necessary), the Recipient shall pay the costs incurred by the Supplier as a result of such an unjustified claim.
15. Upon return of the questioned equipment to the Supplier, the Supplier has the right to deduct the value of the elements missing or damaged through the fault of the Recipient or charge the costs of their repair.
16. The list of the typical fast-wearing and spare parts that are not subject to the Supplier's guarantee shall be delivered to the Recipient not later than one month before the date of signing the Acceptance protocol (final acceptance protocol) by the Parties.
17. The Supplier shall provide paid servicing of the Object of the Order both during the term of the guarantee and thereafter in each case under a separate agreement. All process guarantees and the conditions for their observance shall be described in each case in the documentation for the respective Order.

§ 15 FORCE MAJEURE

1. Neither Party shall be held liable for non-performance or delayed performance of its obligations due to force majeure. Force majeure shall be construed as an extraordinary situation or an event independent from the Parties' will, which, in exercising all due diligence, is impossible to be predicted upon the conclusion of the Order and which prevents either Party from performing its obligations resulting from the Order. Force majeure shall not be construed as a result of either Party's error or negligence (of either Party's sub-suppliers, sub-contractors, employees or cooperating persons) and, despite all best endeavours taken, including in particular: cases of war or civil war, whether declared or not, riots and revolutions, acts of piracy, boycotts, acts of terrorism, acts of sabotage, confiscation, seizure, nationalization, import-export bans, embargoes or expropriations, violent storms, hailstorms, hurricanes, cyclones, earthquakes, damage from lightning strikes and other catastrophes caused by nature, explosions, fires, destruction of machinery, factories, and installations of any type, to the extent that these events cannot be attributed to errors committed by any Party citing these instances, strikes and lockouts of any kind, including strike slowdowns. The occurrence of unexploded ordnance on the site, epidemics, pandemics, disruption of supply chains. is not possible to be overcome. The Party to the Order affected by force majeure shall, to the extent possible, notify the other Party of the circumstance occurred, nature of a problem, predicted time and consequences thereof, and take measures aiming at mitigating predicted damage.
2. In case that a force majeure event prevents the Buyer from performing his obligations, the Buyer shall compensate the Seller for costs with regard to securing and ensuring safety of the Object of the Order.
3. A deadline for the Order performance shall be extended by a duration of force majeure.

§ 16 CONFIDENTIALITY

The Buyer shall keep any and all information obtained by the Buyer in connection with the conclusion and performance of the Order confidential and shall not pass it on to any third

parties without the Seller's consent and shall not use it for any other purposes than the performance of the Order, either after the termination, execution or expiry of the Order.

§ 17 LAW, DISPUTE RESOLUTION

1. Unless the Order provides otherwise, the Polish law shall apply exclusively to the legal relationship resulting from the Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the legal relationship resulting from the Order.
2. Unless otherwise specified in the Order, any disputes which may arise from the legal relationship resulting from the Order shall be resolved by competent common courts in Warsaw.

§ 18 FINAL PROVISIONS

1. These GSCTC constitute the model form of contract referred to in Article 384 of the Civil Code.
2. In case of any doubts, it shall be deemed that the Buyer has accepted GSCTC without reservations. Every departure from GSCTC shall be made in writing under the pain of nullity. The Supplier's consent for the departure from GSCTC with regard to given order shall not be construed as general consent therefor with regard to other orders.
3. By concluding the Order, the Buyer shall renounce its general terms and conditions of sale, also if they are included or quoted in a receipt confirmation or any other document.
4. The GSCTC shall constitute an integral part of the Order.
5. In case of any discrepancies, the provisions of the Order shall prevail over the provisions of these GSCTC.
6. In accordance with Article 4c of the Law on Combating the Excessive Delays in Commercial Transactions of March 8, 2013, the Supplier declares that it has the status of a large entrepreneur.
7. Subject to the provision of § 14 subsection 3 hereof, in any matters not regulated in the Order and in the GSCTC the provisions of the Polish law in force shall apply.